

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PEARSON EDUCATION, INC.;
BEDFORD, FREEMAN & WORTH
PUBLISHING GROUP, LLC D/B/A
MACMILLAN LEARNING;
MACMILLAN HOLDINGS, LLC;
CENGAGE LEARNING, INC.;
ELSEVIER INC.; ELSEVIER B.V.;
MCGRAW HILL LLC; AMERICAN
ACADEMY OF PEDIATRICS;
AMERICAN HEART ASSOCIATION,
INC.; AMERICAN PSYCHIATRIC
ASSOCIATION; AMERICAN
PSYCHOLOGICAL ASSOCIATION,
INC.; GUILFORD PUBLICATIONS,
INC.; HARPERCOLLINS PUBLISHERS
LLC; THE ZONDERVAN
CORPORATION LLC; JOHN WILEY
AND SONS, INC.; JONES & BARTLETT
LEARNING, LLC; NO STARCH PRESS,
INC.; PENGUIN RANDOM HOUSE
LLC; PENGUIN BOOKS LIMITED
COMPANY; SOURCEBOOKS, LLC;
SIMON & SCHUSTER, INC.; SPRINGER
PUBLISHING COMPANY, LLC;
TAYLOR & FRANCIS GROUP LLC;
W.W. NORTON & COMPANY, INC.;
LIVERIGHT PUBLISHING
CORPORATION; and
WOLTERS KLUWER HEALTH, INC.;

Plaintiffs,

v.

KHALED HASAN; NASIMA AKHTER;
ANK EXIM LLC; AURUM AMB LLC;
IIZ FORWARDING LLC;
WESTPVT LTD LLC; PRITAM SINGH;
POOJA BISHT; ANKUSH SHARMA;
ANSHOO SHARMA; PRAVEEN
KUMAR SHARMA; ANINDITA
MAHANTA; MOHD KASHIF RASHID;

Civil Action No. 1:23-cv-07284-PAC

SAMAN NAAZ; ZYRUS ERETAIL
PRIVATE LIMITED; TWIQ EXPORT
PVT LTD; STOREMATE KART
SERVICES PVT LTD; LIFE OF RILEY
PRIVATE LIMITED; LIFE OF RILEY
INTERNATIONAL INC.; POOJA
SHARMA; and DOES 1–50;

Defendants.

**[PROPOSED] ORDER RELEASING CERTAIN RESTRAINED FUNDS TO
EFFECTUATE SETTLEMENT AGREEMENT**

Plaintiffs in this action have filed a Complaint and Amended Complaint for copyright and trademark infringement against multiple named and Doe Defendants, including Doe Defendants d/b/a Ronnybooks (i.e., the owners, operators, and/or controllers of the online storefront known as “Ronnybooks”) (“Ronnybooks Defendants”). On September 14, 2023 and November 9, 2023, respectively, the Court issued a Preliminary Injunction and an Amended Preliminary Injunction, which contain asset restraint provisions, in compliance with which Wells Fargo Bank, N.A. (“Wells Fargo”) restrained accounts maintained in the names of Ronnybooks Defendants (the “Ronnybooks Accounts”). Plaintiffs and Ronnybooks Defendants (the “Parties”) have now informed the Court that they have reached an agreement to resolve Plaintiffs’ claims against Ronnybooks Defendants, but that in order to effectuate this agreement, Wells Fargo must remit payment of certain funds in Ronnybooks Accounts (“Ronnybooks Funds”) to Plaintiffs. Accordingly, on February 14, 2024, the Parties filed a letter motion seeking an order excepting the Ronnybooks Funds from the asset restraint provisions in the Amended Preliminary Injunction.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Parties’ letter motion is **GRANTED**.

IT IS FURTHER ORDERED that Wells Fargo is permitted to release the restraint of Ronnybooks Accounts and remit payment of Ronnybooks Funds to Plaintiffs, but to continue the restraint of Ronnybooks Accounts, as requested by the Parties to effectuate their settlement agreement.

IT IS FURTHER ORDERED that this Order supersedes the asset restraint provisions in the Amended Preliminary Injunction (ECF No. 97 at 8 ¶ 2 & App. D at 11) with respect to the Ronnybooks Defendants only.

SO ORDERED this the 22 day of February 2024.



Paul A. Crotty
UNITED STATES DISTRICT JUDGE